

Daniel Lammie (Bar No. 345838)  
HAYNES AND BOONE, LLP  
112 East Pecan Street, Suite 2400  
San Antonio, TX 78205  
Telephone: (210) 978-7000  
Facsimile: (210) 978-7450  
Daniel.lammie@haynesboone.com

Letitia Johnson-Smith (Bar No. 355642)  
HAYNES AND BOONE, LLP  
600 Anton Boulevard, Suite 700  
Costa Mesa, CA 92626  
Telephone: (949) 202-3000  
Facsimile: (949) 202-3001  
Letitia.johnson-smith@haynesboone.com

Brent R. Owen  
HAYNES AND BOONE, LLP  
675 15<sup>th</sup> Street, Suite 2200  
Denver, CO 80202  
T: (303) 382-6200  
F: (303) 382-6210  
Brent.owen@haynesboone.com  
[PRO HAC VICE]

Attorneys for Defendant  
TARGET CORPORATION

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

VIGEN TOVMASYAN,  
individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

TARGET CORPORATION, a  
corporation, and DOES 1-20,  
inclusive,

Defendants.

Case No.: 2:25-cv-02314-MRA-KS

Assigned to District Judge:  
Hon. Monica Ramirez Almadani  
Chief U.S. Magistrate Judge:  
Hon. Karen L. Stevenson

**STIPULATED PROTECTIVE ORDER;  
[PROPOSED] ORDER**

1           **1.     A.     PURPOSE AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3           proprietary, or private information for which special protection from public  
4           disclosure and from use for any purpose other than prosecuting this litigation may  
5           be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6           enter the following Stipulated Protective Order. The parties acknowledge that this  
7           Order does not confer blanket protections on all disclosures or responses to  
8           discovery and that the protection it affords from public disclosure and use extends  
9           only to the limited information or items that are entitled to confidential treatment  
10          under the applicable legal principles. The parties further acknowledge, as set forth  
11          in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12          to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13          procedures that must be followed and the standards that will be applied when a party  
14          seeks permission from the court to file material under seal.

15           **B.     GOOD CAUSE STATEMENT**

16          [\*The “Good Cause Statement” should be edited to include or exclude specific  
17          information that applies to the particular case, i.e., what harm will result from  
18          the disclosure of the confidential information likely to be produced in this case?  
19          Below is an example]:

20          This action is likely to involve trade secrets, customer and pricing lists and  
21          other valuable research, development, commercial, financial, technical and/or  
22          proprietary information for which special protection from public disclosure and  
23          from use for any purpose other than prosecution of this action is warranted. Such  
24          confidential and proprietary materials and information consist of, among other  
25          things, confidential business or financial information, information regarding  
26          confidential business practices, or other confidential research, development, or  
27          commercial information (including information implicating privacy rights of third  
28          parties), information otherwise generally unavailable to the public, or which may

1 be privileged or otherwise protected from disclosure under state or federal statutes,  
2 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
3 information, to facilitate the prompt resolution of disputes over confidentiality of  
4 discovery materials, to adequately protect information the parties are entitled to  
5 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
6 of such material in preparation for and in the conduct of trial, to address their  
7 handling at the end of the litigation, and serve the ends of justice, a protective order  
8 for such information is justified in this matter. It is the intent of the parties that  
9 information will not be designated as confidential for tactical reasons and that  
10 nothing be so designated without a good faith belief that it has been maintained in  
11 a confidential, non-public manner, and there is good cause why it should not be part  
12 of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: Vigen Tovmasyan v. Target Corporation, C.D. Cal. Case No.  
15 2:24-cv-08625-SRM-MAR.

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
21 the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action and  
13 have appeared in this Action on behalf of that party or are affiliated with a law firm  
14 which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

28 **3. SCOPE**

1 The protections conferred by this Stipulation and Order cover not only  
2 Protected Material (as defined above), but also (1) any information copied or  
3 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
4 compilations of Protected Material; and (3) any testimony, conversations, or  
5 presentations by Parties or their Counsel that might reveal Protected Material.

6 Any use of Protected Material at trial shall be governed by the orders of the  
7 trial judge. This Order does not govern the use of Protected Material at trial.

8 **4. DURATION**

9 Even after final disposition of this litigation, the confidentiality obligations  
10 imposed by this Order shall remain in effect until a Designating Party agrees  
11 otherwise in writing or a court order otherwise directs. Final disposition shall be  
12 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
13 with or without prejudice; and (2) final judgment herein after the completion and  
14 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
15 including the time limits for filing any motions or applications for extension of time  
16 pursuant to applicable law.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection  
20 under this Order must take care to limit any such designation to specific material  
21 that qualifies under the appropriate standards. The Designating Party must  
22 designate for protection only those parts of material, documents, items, or oral or  
23 written communications that qualify so that other portions of the material,  
24 documents, items, or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify  
4 the Disclosure or Discovery Material on the record, before the close of the  
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and  
7 for any other tangible items, that the Producing Party affix in a prominent place on  
8 the exterior of the container or containers in which the information is stored the  
9 legend "CONFIDENTIAL." If only a portion or portions of the information  
10 warrants protection, the Producing Party, to the extent practicable, shall identify the  
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party's right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

## 18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality. A challenge is timely if made within thirty (30) days  
21 of the production or identification of the document or information at issue, or within  
22 thirty (30) days of when the Challenging Party reasonably becomes aware of the  
23 basis for the challenge.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on  
27 the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other



1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party's designation until the Court rules on the  
5 challenge.

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 7.1 Basic Principles. A Receiving Party may use Protected Material that  
8 is disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 13 below (FINAL  
13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a  
15 location and in a secure manner that ensures that access is limited to the persons  
16 authorized under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
22 well as employees of said Outside Counsel of Record to whom it is reasonably  
23 necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of  
25 the Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this Action and who have signed the  
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);



- 1 (d) the court and its personnel;
- 2 (e) court reporters and their staff;
- 3 (f) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (g) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 10 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
- 11 will not be permitted to keep any confidential information unless they sign the
- 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 13 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 14 deposition testimony or exhibits to depositions that reveal Protected Material may
- 15 be separately bound by the court reporter and may not be disclosed to anyone except
- 16 as permitted under this Stipulated Protective Order; and
- 17 (i) any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation

22 that compels disclosure of any information or items designated in this Action as

23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification

25 shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order

27 to issue in the other litigation that some or all of the material covered by the

28

1 subpoena or order is subject to this Protective Order. Such notification shall include  
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL” before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party’s  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this Action  
12 to disobey a lawful directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a  
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should be  
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s confidential information in its possession, and the Party is  
22 subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-  
25 Party that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated  
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

11.1 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review..

11.2 The production of privileged or work-product protected documents, electronically stored information, or other information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Upon notification of an inadvertent production, the Receiving Party must promptly return or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved.

**12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

12.4 Entry of Order. The Parties agree to be bound by the terms set forth herein with regard to any Confidential Information or Items that have been produced before the Court signs this Order.

**13. FINAL DISPOSITION**

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return

1 all Protected Material to the Producing Party or destroy such material. As used in  
2 this subdivision, “all Protected Material” includes all copies, abstracts,  
3 compilations, summaries, and any other format reproducing or capturing any of the  
4 Protected Material. Whether the Protected Material is returned or destroyed, the  
5 Receiving Party must submit a written certification to the Producing Party (and, if  
6 not the same person or entity, to the Designating Party) by the 60 day deadline that  
7 (1) identifies (by category, where appropriate) all the Protected Material that was  
8 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
9 copies, abstracts, compilations, summaries or any other format reproducing or  
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
11 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
12 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
13 and trial exhibits, expert reports, attorney work product, and consultant and expert  
14 work product, even if such materials contain Protected Material. Any such archival  
15 copies that contain or constitute Protected Material remain subject to this Protective  
16 Order as set forth in Section 4 (DURATION).

17 **14.** Any violation of this Order may be punished by any and all appropriate  
18 measures including, without limitation, contempt proceedings and/or monetary  
19 sanctions.

20 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21  
22 DATED: July 18, 2025

23  
24 /s/ Valter Malkhasyan

25 Valter Malkhasyan  
26 Attorneys for Plaintiff Vigen Tovmasyan  
27 and the Proposed Class  
28

1 DATED: July 18, 2025

2  
3 /s/ Daniel Lammie

4 Daniel Lammie  
5 Attorneys for Defendant Target Corporation

6 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

7  
8  
9 DATED: \_\_\_\_\_

10 \_\_\_\_\_  
11 Honorable Karen L. Stevenson  
12 United States District/Chief U.S. Magistrate Judge  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of Vigen Tovmasyan v. Target Corporation, C.D. Cal. Case  
No. 2:24-cv-08625-SRM-MAR.. I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order. I further agree to  
submit to the jurisdiction of the United States District Court for the Central District  
of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.  
I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_



**CM/ECF ATTESTATION**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing thereof.

/s/ Daniel Lammie  
Daniel Lammie